

# EXHIBIT A

**TAKEOVER INDUSTRIES, INC.**  
**MINUTES OF SPECIAL MEETING OF DIRECTORS**  
August 6, 2021

A special meeting of the directors of TakeOver Industries, Inc. took place on August 6, 2021. The meeting took place via telephone.

The directors reviewed the Takeover – LTNC Agreement.

The following resolutions were considered after appropriate review and motion:

RESOLVED, that the Takeover – LTNC Agreement be approved.

RESOLVED, that the directors of the Company acknowledge that Section 2 of the Takeover – LTNC Agreement is relevant only to Labor Smart, Inc. and not Takeover Industries, Inc.

RESOLVED, that the Takeover – LTNC Agreement shall be retroactive to July 1, 2021.

FURTHER RESOLVED, that officers are authorized to do and will do whatever is necessary to fulfill the requirements under the Takeover – LTNC Agreement.

By unanimous vote, the directors of the Company passed the motion.

There being no further business before the directors of the Company, the meeting was adjourned.

By executing below, the undersigned directors acknowledge their review and approval of the foregoing minutes.

DocuSigned by:  
  
0125EEA0CD7442B...  
Michael Holley, Director

Dated: August 6, 2021

DocuSigned by:  
  
C16132C28CFC4C4...  
Toby McBride, Director

Dated: August 6, 2021

DocuSigned by:  
  
BA42A8E40F43479...  
Joseph Pavlik, Director

Dated: August 6, 2021

DocuSigned by:  
  
B85AD32120DE434...  
Jason Tucker, Director

Dated: August 6, 2021

## AGREEMENT

This Agreement memorializes an Agreement made in Scottsdale, Arizona in July 2021 by and between Toby McBride, Michael Holley, Joseph “Joe” Pavlik, in their respective positions as shareholders of Labor Smart, Inc., a Georgia Corporation and/or Takeover Industries, Inc. a Nevada Corporation and/or in their individual capacities and Jason Tucker, an individual (collective the “Parties”).

WHEREAS, the Parties acknowledge that each of them individually and collectively has formed various companies and held management positions with this current venture servicing the beverage industry including, but not limited to, the trademarked brand NXT LVL.

WHEREAS, the Parties desires to avail itself of the expertise and services of each other, in which they acknowledge the respective expertise of each Party.

NOW, THEREFORE, in consideration of the foregoing recitals, (which shall be deemed a part of this Agreement) and the covenants and conditions herein set forth, the parties hereto agreed as follows:

1. Takeover Industries Inc, is a Nevada Company, (Entity number E11605462021-2), located at 401 Ryland St, Ste 200-A, Reno, NV, 89502, USA (hereinafter “Takeover”).
  - a. The Parties shall receive and be assigned 25% of the shares in Takeover.
  - b. Joseph Pavlik and Jason Tucker shall be named a Director of Takeover.
  - c. The Parties shall be entitled to and receive monthly payments, draws and/or salary equal to each other or their assigns.
2. Labor Smart, Inc. (EIN 45-2433287) is a Georgia based Company trading on the OTC as LTNC (hereinafter “LTNC”).
  - a. Toby McBride, Michael Holley, and Joseph Pavlik hold 51 Preferred Shares in LTNC that equals 51% of the voting rights in LTNC.
  - b. Toby McBride, Michael Holley, and Joseph Pavlik agree that 12 of those Preferred Shares in LTNC shall be released and issued to Jason Tucker or his assigns if/when LTNC receives a “current” status from OTC Markets or another market such as NASDAQ, NYSE or equivalent.
  - c. Toby McBride, Michael Holley, and Joseph Pavlik will each retain 13 of the Preferred Shares in LTNC.
    - i. As a matter of example, the preferred share division will be as follows:
      1. Toby McBride 13 Preferred Shares
      2. Michael Holley 13 Preferred Shares
      3. Joseph Pavlik 13 Preferred Shares
      4. Jason Tucker 12 Preferred Shares
  - d. In addition, the Parties agree that Jason Tucker or his assigns shall receive 750M common shares valued at the same rate as Toby McBride or his assigns.
  - e. None of Parties shares shall be diluted unless they collectively agree.
3. No amendment or waiver of any provision of this Agreement, or consent to any departure by either party from any such provision, shall be effective unless the same shall be in writing and

signed by the parties to this Agreement, and, in any case, such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

4. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous oral and written (and all contemporaneous oral) negotiations, commitments, agreements and understandings relating hereto.
5. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Arizona (excluding the choice of law principles thereof). The parties to this Agreement hereby agree to submit to the non-exclusive jurisdiction of the federal and state courts located in Maricopa County in the state of Arizona in any action or proceeding arising out of or relating to this Agreement.
6. This Agreement may be executed in two or more counterparts, and by different parties on separate counterparts. Each set of counterparts showing execution by all parties shall be deemed an original, and shall constitute one and the same document.
7. The waiver by any party of any breach of this Agreement shall not operate as or be construed to be a waiver by such party of any subsequent breach.
8. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence are found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the fullest protection commensurate with making this Agreement, as so modified, legal and enforceable under applicable laws, and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

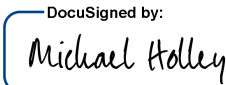
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers or agents as set forth below.

AGREED and ACCEPTED:

DocuSigned by:  
  
C16132C28CFC4C4...  
Toby McBride 8/5/2021

Address

Address:

DocuSigned by:  
  
0125EEA0CD7442B...  
Michael Holley 8/5/2021

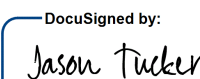
Address

Address: 5137 E Armor St.  
Cave Creek, AZ 85331

DocuSigned by:  
  
BA42A8E49F43478...  
Joseph "Joe" Pavlik 8/5/2021

408 NE 6th Street #637

Address: Fort Lauderdale, FL 33304

DocuSigned by:  
  
B65AD32120DE434...  
Jason Tucker 8/4/2021

3104 E Camelback Road #2917, Phoenix, AZ 85016

Address: